Government of Karnataka

Greater Bengaluru Development Authority (GBDA)

Invites

Request for Proposal

(RFP No. GBDA/PMU/2025-26)

for

Selection of Consultant for Providing Consultancy services for appointing Project Management Unit (PMU) to Greater Bengaluru Development Authority, Bengaluru

Greater Bengaluru Development Authority,
Government of Karnataka
3rd Floor, Kandaya Bhavana, Ramanagara, Bengaluru South District

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Section 1. Letter of Invitation

1. Deputy Commissioner (LAQ),(LAQ), GBDA on behalf of Commissioner, Greater Bengaluru Development Authority (GBDA), Government of Karnataka invites proposals for Selection of Consultant for Providing Advisory Services for appointing Project Management Unit (PMU) to GBDA, Bengaluru**,** Karnataka.
2. The objectives and details of the Services are provided in the attached Terms of Reference.
3. The Consultant will be selected under Quality and Cost Based Selection (QCBS) process and the type of contract adopted is Lump Sum (Firm Fixed Price) contract, and in line with the procedures described in this RFP.
4. The RFP includes the following documents –

   Section 1 – Letter of Invitation
   Section 2 – Information to Consultants
   Section 3 – Technical Proposals – Standard Forms
   Section 4 – Financial Proposals – Standard Forms
   Section 5 – Terms of Reference
   Section 6 – Draft Contract for Consultant's Services

Sd/-
Deputy Commissioner (LAQ),
Greater Bengaluru Development Authority (GBDA)
Government of Karnataka
Bengaluru

RFP No.: GBDA/PMU/2025-26 **Date:**25.07.2025
[Through Karnataka Public Procurement Portal only]

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CONSULTANT FOR PROVIDING ADVISORY SERVICES TO GBDA FOR APPOINTING PROGRAM MANAGEMENT CONSULTANT (PMC), BENGALURU

Commissioner, Greater Bengaluru Development Authority (GBDA), Government of Karnataka ("GBDA" or the "Client") intends to appoint a well-established, reputed professional consultancy firm to provide consultancy support in accordance with the Scope of Services as envisaged in this tender within the stipulated period of 03 months.

The consultancy firm should have domain expertise and functional competency and skilled personnel to handle the various aspects of the required services.

Interest Consultants may submit their Request for Proposals (RFP) for providing the services and requisite EMD electronically through the Karnataka Public Procurement Portal. The Consultant should have domain expertise, functional and technical competency, and skilled personnel to handle the various aspects of the required services.

The following shall be the calendar of events for tendering:

SN	Event Description	Date
1	Date of Pre-bid Meeting	12.08.2025 11.00 hrs
2	Last date for receiving queries/clarifications	16.08.2025 17:00 hrs
3	Last date for submitting proposals	18.08.2025 17:00 hrs
4	Opening of Technical Proposal	20.08.2025 10:00 hrs
5	Presentation on Technical Proposal	To be notified to qualified bidders
6	Opening of Financial Proposal	To be notified to qualified bidders
7	Earnest Money Deposit (EMD)	INR 50,000/- (Rupees Fifty Thousand only)

Postponement of Calendar of events (if any), subsequent notification, changes, amendments, and selection / rejection of proposal shall be intimated only through the Government of Karnataka Public Procurement Portal and will not be published in newspapers. The Client reserves the right to accept or reject any or all the tenders received without assigning any reasons thereof.

More details on the Services are provided in the attached Terms of Reference (TOR).

Sd/-
Deputy Commissioner(LAQ),
Greater Bengaluru Development Authority (GBDA)
Government of Karnataka
Bengaluru

Section 2. Information to Consultants

1. INTRODUCTION

1.1. The Client named in the "Data Sheet" shall select a firm from amongst the Consultants who have submitted a complete Technical Proposal and Financial Proposal in accordance with the method of selection indicated in the Data Sheet.

1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several stages, the performance of the consultant under each stage must be to the client's satisfaction before work begins on the next stage.

1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, consultants are encouraged to pay a visit to the Client specified in the Data Sheet before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed if any to carry out the services and make available relevant project data and reports.

1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7. The Client expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

a. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2. As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8. It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

a. defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

d. will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9. Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub-para 1.8 (d).

1.10. The Consultants shall be aware of the provision on fraud and corruption stated in the standard Contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2. Clarification to Consultant

Consultants may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address respectively, as indicated in the Data Sheet. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the Public Procurement Portal of Government of Karnataka.

2.1. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded only on the Karnataka Public Procurement Portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

2.2. Debarment

2.2.1. Debarment of Tenderers by Procurement Entity.

1. The Procurement Entity may proceed with debarring such tenderer or contractor or supplier or any of the successor of the tenderer or contractor or supplier who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contract including misleading the Procurement Entity at any stage of procurement and executing activity.
2. The Procurement Entity may, by order, appoint a Committee consisting of such officers not below the rank of Tender Inviting Authority to be the Debarment Committee to consider the proposals for debarring bidder or contractor or supplier and to take a decision thereof.
3. On the receipt of information, Debarment Committee shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision.
4. For consideration of debarment, Tender Inviting Authority or any other officer authorized by Tender Accepting Authority shall furnish the details of such bidders, contractors, or suppliers who have engaged in corrupt practice and fraudulent practices to the Debarment Committee constituted under sub rule (2) above.
5. The Debarment Committee may make recommendations with reasoning in writing, within thirty days from date of receipt of information. Provided that, the said period may be extended by another fifteen days by Procurement Entity for the reasons to be recorded in writing.
6. On the recommendations of the Debarment Committee, the Procurement Entity shall by notification debar any of tenderer or contractor or supplier and publish the same on its website and Karnataka Public Procurement Portal and also maintain the list of such tenderer or contractor or the supplier or any of its successors.
7. The order of debarment shall be deemed to have been automatically revoked on the expiry of the period specified in the debarment order.

2.2.2. Debarment by the Government.

1. The Government may debar a tenderer or contractor or supplier, in the public interest and on the grounds specified in the Act.
2. There shall be a State Level Debarment Committee consisting of such Officers as may be notified by the State Government to consider the proposals for debarring bidder or contractor or supplier and to take a decision thereof.
3. On the receipt of the information, the State Level Debarment Committee shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision on the debarment.
4. For consideration of debarment of the bidders or contractors or suppliers, the officer authorized by the Procurement Entity shall furnish the details of such bidders or contractors or suppliers to the State Level Debarment Committee constituted under sub rule (2) above;
5. The State Level Debarment Committee may make recommendation to the State Government to such an effect, within thirty days, from the date of receipt of the information: Provided that, the said period may be extended by another fifteen days for the reasons to be recorded in writing by the Debarment Committee.
6. On the recommendation of the State Level Debarment Committee, the Government shall debar by notification such tenderer or contractor or supplier and publish the same on the Department website as well as Karnataka Public Procurement Portal and shall maintain the list of such bidder or contractor or the supplier or any of its successor.
7. The debarred tenderer or contractor or supplier shall be removed from the list of registered contractors or vendors.
8. The order of debarment shall be deemed to have been automatically revoked on the expiry of the specified period in the debarment order.

2.2.3. Measures to be taken after Debarment.

The Procurement Entity may take appropriate measures in respect of debarred tenderer or contractor or supplier including one or more of the following, namely: -

1. Reject the bid and forfeit or encash EMD or Bid Security;
2. Terminate the contract; forfeit or encash the performance guarantee; recover the compensation of loss incurred by Procurement Entity;
3. Forfeit or encash any other security or guarantee or bond provided by such tenderer or contractor or supplier in relation to the such procurement; and
4. Recover payments including advance payments, if any, made by the Procurement Entity along with the interest thereon at the prevailing rate of Nationalized Bank.

2.3. Restrictions on Public Procurement from Bidders of certain Countries

2.3.1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority1. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

2.3.2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

2.3.3. "Bidder (or entity) from a country which shares a land border with India" for the said purpose means:

a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country; or

2.3.4. The beneficial owner for the purpose of (d) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

[1] The Competent Authority for the purpose of registration under this order shall be/continue to be the Registration Committee constituted in the Department of Commerce & Industries, Government of Karnataka vide GO No. FD 455 Exp-12/ 2020, Dated:25-08-2020.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

2.3.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

2.3.6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

2.3.7. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

2.3.8. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

3. PREPARATION OF PROPOSAL

Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

TECHNICAL PROPOSAL

3.1. In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.2. While preparing the Technical Proposal, consultants must give particular attention to the following:

a. For assignments on a staff-time basis, the estimated number of key personnel staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key personnel staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.

b. Proposed key personnel must have minimum experience as indicated in the Data Sheet.

c. Alternative key personnel staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

d. Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet.

3.3. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i. Technical Proposal Submission Form duly signed by the authorised representative of the Bidder (Section 3A).

ii. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature.

iii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iv. The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

v. CVs recently signed by the proposed key personnel and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments.

vi. Power of Attorney of Authorised Signatory (Section 3G)

vii. Certificate of the Financial Capacity of the Bidder (Section 3H). Certificate from Statutory Auditor / Independent Auditor showing the turnover of the bidder for the last 5 Financial Years from the date of notice inviting tender.

viii. Details of the Bidder (Section 3I)

ix. Any additional information requested in the Data Sheet.

3.4. The Technical Proposal shall not include any information pertaining to the Financial Proposal. Consultants submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

FINANCIAL PROPOSAL

3.5. In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.6. Consultant shall express the price of their services as per the information provided in Data Sheet.

3.7. The Consultant should quote their price offer as per Form 4A in the relevant slot provided on the Karnataka Public Procurement Portal for all the services sought by the department in the Terms of Reference, including all the applicable GST and cesses. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.

3.8. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key personnel proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

The Technical Proposal and Financial Proposal; see para 1.2, shall be uploaded to the Karnataka Public Procurement Portal. The documents and details mentioned in Clause 3 above shall be submitted online on the website https://kppp.karnataka.gov.in. Details and process of online submission of the tender and relevant documents are given on the website mentioned above.

4.1. Downloading of tender documents, submission of proposal all will be through the Karnataka Public Procurement Portal. Consultants must get themselves registered, acquainted and trained on the procedure of participating in Karnataka Public Procurement Portal.

4.2. Consultants are requested to go through the RFP carefully and submit the required information without exception otherwise proposals will be rejected.

4.3. The completed proposal comprising documents indicated in Clause 3, should be uploaded on the website given above through e-tendering along with scanned copies of requisite information.

4.4. Earnest Money Deposit (EMD)

4.4.1. The Consultants are requested to submit Earnest Money Deposit (EMD) as indicated in the Karnataka Public Procurement Portal along with the Technical Bid

4.4.2. The Consultant can pay the EMD in the Karnataka Public Procurement Portal using any of the valid modes

4.4.3. The Consultant‘s bid will be evaluated only on confirmation of receipt of the payment of EMD. Consultants shall refer to the Karnataka Public Procurement Portal for more details on the process.

4.5. The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.

4.6. An authorized representative of the Consultant shall digitally sign the Proposal in the Karnataka Public Procurement Portal. The representative‘s authorization is confirmed by a written power of attorney or copy of board resolution accompanying the Proposal.

4.7. The Consultant shall submit the bids separately, i.e., Technical and Financial electronically online in the Karnataka Public Procurement Portal.

4.8. Consultant has all the time to modify and correct or upload any relevant document in the portal before submission on the Karnataka Public Procurement Portal.

4.9. The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

4.10. After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done in accordance with the procedures specified in this RFP. The evaluation committee can open tender in the Karnataka Public Procurement Portal at the designated date and time.

4.11. Proposals must be received by the Client online not later than the time specified in the proposal data sheet. The electronic system would not allow any late submission of proposals after due date and time as per server time.

4.12. After the deadline for submission of Proposals, the Technical Proposal will be opened as per the date and time notified on the Karnataka Public Procurement Portal. The Financial Proposal of the successful Consultants only will be opened after completion of technical proposal evaluation.

4.13. Refund of EMD

4.13.1. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful consultants will be refunded to the respective Bank accounts of the supplier/consultant registered in the Karnataka Public Procurement Portal.

4.13.2. The earnest money deposit of unsuccessful Consultant will be returned after the award of the proposal to the successful consultant.

4.13.3. The earnest money deposit of the successful Consultant will be discharged when the Consultant has furnished the required Performance Security and signed the Contract.

4.13.4. The earnest money deposit may be forfeited:

a. If the consultant withdraws the proposal after the deadline for submission of proposals, during the period of proposal validity;

b. If the consultant does not accept the correction of the contract price; or

c. In the case of a successful consultant, if the consultant fails within the specified time limit to:
i. Furnish the required security deposit; or
ii. Sign the draft contract with the client; or
iii. Sign and return the duplicate copy of the Letter of Acceptance

d. In case of the Consultant submitting fake documents such as Annual financial turnover, work done certificate, etc., relevant to the proposal.

5. PROPOSAL EVALUATION

GENERAL

From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.1. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

EVALUATION OF TECHNICAL PROPOSALS

5.2. The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the eligibility criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal shall be given a technical score *(St) (**Summation of marks** obtained in Clause 5.3.2 Technical Evaluation Criteria by adding Experience of the Bidder, Qualification and Experience of Key Personnel)*. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the data sheet.

PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS; RANKING

5.3. After the evaluation of quality is completed, the Client shall notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by electronic mail.

5.4. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.5. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.6. The lowest Financial Proposal (*Fm*) will be given a financial score (*Sf*) of 100 points. The financial scores (*Sf*) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T+P = 1*) indicated in the Data Sheet: *S= St x T% + Sf x P%*. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. NEGOTIATIONS

Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.1. Negotiations will include a discussion of the Technical Proposal, work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.2. Having selected the Consultant on the basis of the above the Client expects to negotiate a contract.

6.3. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client reserves the right to cancel the tender and invite a fresh tender.

6.4. The Client reserves the right to request any further supporting documents from the selected Consultant prior to the signing of the Contract.

7. AWARD OF CONTRACT

The Consultants whose offer has been accepted will be notified by the Client prior to the expiration of the validity of proposal by, email or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Consultant, the Client will promptly notify other Consultants that they were unsuccessful through the Karnataka Public Procurement Portal only.

7.1. The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7.2. Notwithstanding Clause 7.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Consultants or any obligation to inform the affected Consultants or Consultants of the grounds for the Clients action.

8. PERFORMANCE SECURITY

Within 7 days of receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Client a Security deposit in any of the forms given below for an amount as indicated in the Data Sheet

i. Banker’s cheque/Demand draft/Pay Order in favour of the Client, payable at Bengaluru.
ii. E-Bank guarantee in the form given in Appendix F of the Draft Contract; or.
iii. Fixed Deposit Receipts (FDR) Pledged in the name of the Client

8.1. Performance Security shall be provided to the Client not later than the date specified in the Letter

of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The performance security shall be valid until a date 90 days from the date of expiry of the Contract.

8.2. The Performance Security shall be furnished from any Nationalised Banks / Scheduled Commercial Banks approved by Reserve Bank of India.

8.3. Failure of the Selected Consultant to furnish the Performance Security as provided in Clause 8.1 or enter into Contract with the Authority as provided in Clause 7.1 would constitute sufficient grounds for the annulment of Letter of Acceptance. In such event, the Authority reserves the right to –

1. Forfeit the Earnest Money Deposit amount of the Selected Consultant, and
2. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

9. CONFIDENTIALITY

Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process until the winning Consultant has been notified that it has been awarded the contract.

Section 3. Data Sheet - Information to Consultants

Sl.No	Section	Title	Details
1.	**1.1**	Name of Client	Greater Bengaluru Development Authority (GBDA)
2.	**1.1**	The Method of Selection is	Quality and Cost Based Selection (QCBS) Type of Contract is Lump Sum (Firm Fixed Price)
3.	**1.2**	Technical and Financial Proposals are requested:	Yes
4.	**1.2**	Name and Description of Assignment	The name, objectives, and description of the Assignment are: *"Selection of Consultant for Providing Advisory Services to GBDA for appointing Program Management Consultant (PMC), Bengaluru"* **Description of the Assignment:** Greater Bengaluru Development Authority (GBDA) intends to appoint a well-established, reputed professional consultancy firm for providing advisory services in accordance with the Scope of Services as envisaged in this tender. The Consultant shall provide consultancy services for a period of 03 months from the Commencement Date as noted in the contract. The selected consultancy firm shall be responsible for preparing and processing Request for Proposal (RFP) for the selection and appointment of the Program Management Consultant (PMC). This includes drafting the RFP, addressing queries, assisting in the evaluation of bids, and facilitating the selection process in coordination with GBDA. The Firm should have domain expertise and functional competency and skilled personnel to handle the various aspects of the required services. The details of the assignment and the scope of work are given in Section 5- Terms of Reference.
5.	**1.3**	The Assignment is phased	No

Sl.No	Section	Title	Details
6.	**1.4**	Official to Contact for Site Visit	NA
7.	**1.4**	Pre-proposal conference time and date	A Pre-proposal conference will be held: Yes Time & Date as notified in the Karnataka Public Procurement Portal
8.	**1.4**	Pre-proposal conference venue	Office of the Commissioner, Greater Bengaluru Development Authority, Government of Karnataka 3rd Floor, Kandaya Bhavana, Ramanagara, Bengaluru South District
9.	**1.5**	The Client will provide the following inputs:	As per Terms of Reference
10.	**1.7.2**	The client envisages the need for continuity in downstream work	No
11.	**1.8**	Clauses on fraud and corruption	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 d of G.C.C.
12.	**2.1**	Clarification of any item of the RFP	Clarifications may be requested up to the date and time notified in the Karnataka Public Procurement Portal through email to gbbscpa@gmail.com
13.	**3.1**	Language of the Proposal	English
14.	**3.3 a**	Bidder may associate with other participating Bidders	No. Consortium and Joint Venture are not permitted for this assignment.
15.	**3.3 b**	The estimated number of Key Personnel Staff Months required for the assignment	Based on the Terms of Reference, the Bidder shall ensure team for undertaking this assignment within the timelines.
16.	**3.3 c**	The minimum qualification and experience required for the proposed key and sub key personnel	As per the Terms of Reference
17.	**3.3 d**	Language of reports	English
18.	**3.4 x**	Additional Information in the Technical Proposal includes	Not Applicable

Sl.No	Section	Title	Details
19.	**3.7**	Price of Services	. The Bidder shall express the price of their services in Indian Rupees inclusive of all applicable Taxes. The total cost of services, inclusive of all taxes, shall be taken as the Financial Bid Amount to calculate the Financial Score. As provided in Section 4A, the Bidder should quote the Total Cost inclusive of all taxes in the relevant slot provided on the e-Procurement portal. The Financial Bid should not include any conditions attached to it and any such conditional proposal shall be rejected. . The Financial Proposal shall cover the total cost for all activities of the Bidder in accordance with the scope of work of this RFP. The Bidder shall calculate the item-wise and total costs for services inclusive of all taxes as per the format at Section 4B. . The accepted Financial Proposal shall be applicable for the Term of the Contract. The Bidder should take into consideration all the requirements and conditions outlined in this RFP document. No escalation in these costs shall be allowed during the Contract Period without significant variation in campaign/activity components or additional activities. Any escalation in costs or modification of scope of work shall be as per the provisions of the Contract.
20.	**3.9**	Validity of Proposal	180 days from submission of Proposal
21.	**4.12**	Last Date and time for submission of proposal	As notified in the Karnataka Public Procurement Portal
22.	**5.1**	The address to send information to the Client is:	Deputy Commissioner (LAQ),(LAQ) Greater Bengaluru Development Authority, Government of Karnataka 3rd Floor, Kandaya Bhavana, Ramanagara, Bengaluru South District Telephone: Email:
23.	**5.3**	Evaluation criteria forTechnical Proposal	As detailed below in Clause 5.3.1 and 5.3.2 following this table

5.3.1. Pre-Qualification Criteria

The Technical bids of only the Consultants satisfying the following pre-qualification criteria will be evaluated –

SN	Eligibility Criteria	Supporting Document to be Submitted *(all documents to be submitted unless indicated otherwise)*
1.	**Legal Entity:** The Bidder should be either • A company incorporated in India under the Indian Companies Act 1956 / 2013 and amendments thereof • A registered LLP under the Limited Liability Partnership Act 2008 and amendments thereof • A registered Partnership Firm under The Indian Partnership Act 1932 and amendments thereof	• If the Bidder is a Company ○ Copy of Certificate of Incorporation • If the Bidder is an LLP ○ Copy of LLP Registration Certificate • If the Bidder is a Partnership Firm ○ Copy of Partnership Registration Certificate • All Bidders must submit the following – ○ Copy of GST Registration ○ Copy of PAN Card
2.	**Years of Experience:** The Bidder should have at least 15 (Fifteen) years of consulting experience in infrastructure sector with government agencies, as on the date of notice inviting tender.	• Technical Proposal Submission Form at **Section 3A** • Details of the Bidder at **Section 3I**
3.	**Average Annual Turnover:** The Bidder should have had an average annual turnover of at least INR 10 Crore (Rupees Ten Crore only) in any 03 (three) years in the last 05 (five) years from the date of notice inviting tender. The Financial Capacity of only the bidding entity will be considered for this criteria. The Financial Capacity of the parent / subsidiary / associate entities of the Bidder would not be considered for assessment of eligibility for this criteria.	• Certificate from Statutory Auditor / Independent Auditor showing the turnover of the company in any 03 (three) years in the last 05 (five) years from the date of notice inviting tender in the format at **Section 3H**
4.	**Experience with Transaction Advisory Services:** The Bidder should have experience of undertaking bid advisory/transaction advisory for development of infrastructure projects for central government or state government or PSU in India in las 7 years. The assignment must have been undertaken and completed or completion certification issued by the client as on as on date of notice inviting tender. The minimum project Cost of such assignments should be Rs. 100 crores or above years as on as on date of notice inviting tender.	• Bidder's References in the format at **Section 3B** • The following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment ○ Work Order/ Contract / Agreement ○ Completion Certificate

SN	Eligibility Criteria	Supporting Document to be Submitted *(all documents to be submitted unless indicated otherwise)*
5.	**Not Blacklisted / Barred and Not Involved in Major Litigation Affecting Service Delivery:** The Bidder should not have been blacklisted / barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required. The Bidder should certify that in the last five years from the date of notice inviting tender, they have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.	• Technical Proposal Submission Form at **Section 3A**
6.	**Power of Attorney:** The Bidder must submit a duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing signatory for signing this bid.	• Duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder for signing this bid in format at **Section 3G** or a Copy of Board Resolution duly authorizing the Authorized Signatory
7.	**Key Personnel:** The Bidder shall form a multi-disciplinary team for undertaking this assignment and shall submit CVs of the Key Personnel in accordance with the Terms of Reference of the RFP document.	• Team composition and task assignments in the format at **Section 3E** • CVs of the Key Personnel (Suggested format available at **Section 3F**

NOTE:

1. The Technical Experience and Financial Turnover of the parent / subsidiary / associate entities of the Bidder shall not be considered for assessment of eligibility.
2. For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the lead member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project.
3. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing / past clients.

5.3.2. Technical Evaluation Criteria

The number of points to be given under each of the evaluation criteria are:

The Bidder shall be evaluated according to the following parameters –

SN	Criteria	Marks
1.	**Experience of the Bidder** 1. Experience of the Bidder	**40 marks**
2.	**Qualification and Experience of Key Professional**	**45 marks**
3.	**Approach & Methodology**	**15 marks**
	TOTAL	**100 marks**

SN	Technical Criteria	Maximum Marks	Supporting Documents *(all documents to be submitted unless indicated otherwise)*
1.1	Average Annual Turnover of Rs. 10 Crore (Rupees Thirty Crore only) over the last 5 years - 10 to 15 Cr : 2 marks - 15 to 20 Cr : 5 marks - 20 to 25 Cr : 7 marks - >25 Cr : 10 marks	**10 marks**	Certificate from Statutory Auditor/Chartered Accountant
1.2	**Experience with Transaction Advisory Services:** The Bidder should have experience of undertaking bid advisory/transaction advisory for development of infrastructure projects for central government or state government or PSU in India. The assignment must have been undertaken and completed or completion certification issued by the client within last 7 years as on as on date of notice inviting tender. The minimum project Cost of such assignments should be Rs. 100 crores or above. ***Marking Scheme –*** **6 marks** for each eligible assignment, up to a maximum of 5 assignments	**30 marks**	• Bidder's References in the format at **Section 3B** • The following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment o Work Order/ Contract / Agreement o Completion Certificate
Total		**40 Marks**	

Note for Evaluation of Experience of the Bidder:

1. The Technical Experience and Financial Turnover of the parent / subsidiary / associate entities of the Bidder shall not be considered for assessment of eligibility.
2. For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the lead member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project.

1. Experience of the Bidder			
SN	**Technical Criteria**	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
3.	The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.		

2. Qualification and Experience of Key Personnel *Note: There shall be no partial marks awarded for partly meeting the said sub-criteria for this sub-section*			
SN	**Technical Criteria** *(as per Terms of Reference)*	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
2.1	**Team Leader** • Minimum educational qualification – **5 mark** • Minimum number of years of experience – **5 mark** Experience in providing Transaction Advisory services towards development of infrastructure projects for Central Government or State Government or PSUs or PSEs or Government Departments or Government Agencies – **2 mark** for each assignment, up to a maximum of **5 marks**	**20 Marks**	• Team composition and task assignments in the format at **Section 3E** • CVs of the Key Personnel (Suggested format available at **Section 3F**)
2.2	**Procurement Expert** • Minimum educational qualification – **5 mark** • Minimum number of years of experience – **5 mark** Experience in development of infrastructure projects related to master planning/integrated infrastructure planning/townships/industrial parks for Central Government or State Government or PSUs or PSEs or Government Departments or Government Agencies – **1 mark** for each assignment, up to a maximum of **5 marks**	**15 Marks**	CVs of the Key Personnel (Suggested format available at **Section 3F**)
2.3	**Project Coordinator – 2 nos** • Minimum educational qualification – **1 mark** • Minimum number of years of experience – **1 mark** Experience in transaction advisory services pertaining to bid process management including pre-bid meeting, bid evaluation, coordination with Client – **1 mark** for each assignment, up to a maximum of **3 marks**	**10 Marks (5 marks each)**	CVs of the Key Personnel (Suggested format available at **Section 3F**)
Sub-Total		***45 marks***	
Note for Evaluation of Qualification and Experience of Key Personnel*:* 1. One resource shall be proposed for only one position, i.e., the same resource cannot be proposed for more than one position.			

3. Technical Presentation on Approach & Methodology			
SN	**Technical Criteria** *(as per Terms of Reference)*	**Maximum Marks**	**Supporting Documents**
3.1	**Understanding of Assignment:** The Bidder shall present on their understanding of the objectives of the assignment and the scope of work for the assignment. The Bidder shall present their high-level work plan along with key targets to be achieved over the course of this assignment.	**5 marks**	A&M along with Work Plan Document to be submitted along with the Technical Proposal.
3.2	**Experience in Government – State / Centre / PSUs:** The Bidder shall present their credentials and achievements for working with other Government Departments / PSUs / Government Agencies in the last 15 (fifteen) years from the date of notice inviting tender and demonstrate how they can leverage this expertise for this assignment.	**5 marks**	
3.2	**Approach and Methodology & Work Plan:** The Bidder shall present their project delivery approach and methodology for successfully delivering on the scope of TA services, project management and achieving the key outcomes as detailed in the Terms of Reference.	**5 marks**	
Sub-Total		***15 Marks***	

SN	Section	Title	Details
24.	**5.4**	Minimum technical score	The Bidder must achieve a minimum of **75 marks overall** to be eligible for opening of the Financial Proposal.
25.	**5.7**	Ranking of the Bidders	The formula for determining the financial scores is the following: *Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal under consideration* The weights given to the Technical and Financial Proposal are: *T = 0.80, and* *F = 0.20* The Consultant achieving the highest combined technical and financial score will be invited for negotiations. In case of a tie, the Client shall select the Consultant who had received a higher score during the technical presentation. In case the Consultants are still tied, preference shall be given to the scores received for the technical evaluation.
26.	**6.1**	Address for negotiation	Office of the Commissioner, Greater Bangalore Development Authority, Government of Karnataka No.1 Ali Askar Road, Bengaluru, Karnataka - 560052
27.	**7.2**	The assignment is expected to commence on [Month, Year] at [Location]	Tentative Date: *Within 7 days of the signing of the Contract at Bengaluru.*
28.	**8.1**	Performance Security	5% (Five Percent) of the Contract Price.

Section 4. Technical Proposal – Standard Forms

3A. Technical Proposal Submission Form

3B. Bidder's References

3C. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments

3F. Format of Curriculum Vitae of proposed key Personnel

3G. Power of Attorney of Authorised Signatory

3H. Financial Capacity of the Bidder

3I. Details of the Bidder

3A. Technical Proposal Submission Form

(To be submitted on the Bidder's letterhead)

[Location, Date]

FROM:

(Name of the Bidder)

_____
_____
_____

TO:

Deputy Commissioner (LAQ),(LAQ)
GBDA, Government of Karnataka 3rd
Floor, Kandaya Bhavana,
Ramanagara, Bengaluru South
District.

Dear Sir / Madam:

Subject: Proposal for "Selection of Consultant for Providing Advisory Services to GBDA for appointing Program Management Consultant (PMC), Bengaluru"

We, the undersigned, offer to provide services for the above in accordance with your Request for Proposal notified in the Karnataka Public Procurement Portal as indent no.....We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on the Karnataka Public Procurement Portal. I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Consultant for Providing Advisory Services to GBDA for appointing Program Management Consultant (PMC), Bengaluru**.**

We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to Greater Bengaluru Development Authority, Government of Karnataka (GBDA) any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We have at least 10 (ten) years of experience as on the date of notice inviting tender in providing consulting services to government agencies.
4. I/We certify that in the last five years, we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/we have not blacklisted/barred by the Government of Karnataka or any of its agencies for any reasons whatsoever.
6. I/we have not been blacklisted/barred by the Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from the execution of contract after an award of work.
7. I/we am/are not involved in any major litigation that may affect or compromise the delivery of

service required if we were to be awarded with this work.

8. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client.
9. I/We do not have any conflict of interest.
10. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Sub-Clause 2.7.1(d) of General Conditions of Contract in the RFP document, in respect of any tender or request for proposal issued by or any Contract entered into with the Client or any other public sector enterprise or any government, Central or State; and
11. The Proposal is unconditional.
12. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the RFP.
13. I/we hereby declare that the information / documents / certificates submitted by M/s …… (Name of the Bidder) along with this RFP for **Selection of Consultant for Providing Advisory Services to GBDA for appointing Program Management Consultant (PMC), Bengaluru** are genuine, and nothing has been concealed. I / we shall have no objection in case Greater Bengaluru Development Authority, Government of Karnataka verifies them from issuing authority(ies). I / we shall also have no objection in providing the original copy of the document(s), in case the Client demand so for verification.
14. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with Clause 2.7.3 of the RFP document.
15. I hereby confirm that in case, any document, information & /or certificate submitted by me found to be incorrect/false/fabricated, the Client at its discretion may disqualify / reject my application for pre-qualification out rightly and also debar.....(Name of the Bidder) from participating in any future tenders.
16. I,hereby submit a declaration that the tender submitted by the undersigned on behalf of the tenderer ..... (Name of the Bidder) shall not be withdrawn or modified during the period of validity or extended period of validity.
17. I, on behalf of the tenderer..... (Name of the Bidder), also accept the fact that in case the tender is withdrawn or modified during the period of its validity / extended validity period or if we fail to sign the contract in case it is awarded to us or we fail to submit and Performance Security, and Additional Performance Security, if any, before the deadline fixed in the tender document, then ….....(Name of the Bidder) will be debarred for participation in the tendering process of the procurements of this procurement entity for a period of one year from the date of default.
18. I/We certify that we are not an entity from a country identified to restrict Consultants from participation in their Government Procurements.
19. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

If negotiations are held by the Client, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorised Signatory:
Name and Title of Signatory:
Name of Bidder:
Address:

3B. Bidder's References

Relevant Services carried out in the last 10 (ten) years that best illustrate Qualifications

A. Summary of Experience

The Bidder shall provide a summary of their work experience in the following format –

Note: Bidders should use one row for each assignment submitted for assessment.

A.1 Experience in Financial Assessment:

SN	Name of Assignment	Name of Client	Relevant Services as per Criteria	Contract Price *(In INR Lakhs)*	Start Date *(Month, Year)*	End Date *(Month, Year)*
1.						
2.						
3.						
4.						
5.						

B. Details of Experience

Using the format below, provide information on each reference assignment for which your organisation, either as an individual corporate entity or as one of the major companies within an association, was legally contracted. Attach relevant work order / contract / agreement for each reference assignment.

SN	Particulars	Details
1.	**Name of Assignment**	
2.	**Name of Client**	
3.	**Location of Client**	
4.	**Client's Sector**	
5.	**Contact Person for Client**	*Name:* *Designation:* *Phone:* *Email:*
6.	**Start Date of Assignment**	
7.	**End Date of Assignment**	
8.	**Duration of Assignment**	
9.	**Value of Assignment** *(Contract Value, Professional Fees, or Payments Received)*	
10.	**Estimated Project Cost / Capital Cost of Project**	
11.	**Has Project Been Awarded / Concession Agreement Signed** *(for PPP Projects only)*	
12.	**Objectives of the Assignment**	

SN	Particulars	Details
13.	**Description of actual services provided for Assignment**	
14.	**Key Personnel / Senior Staff involved for Event**	
15.	**Name and Role of Associated Consultants if any**	
16.	**Brief Description of Results Achieved during Assignment**	
17.	**Proof of Undertaking for Assignment**	*Type of Document:* *Date of Issue of Document:* *Enclosed: [ ] Yes [ ] No*
18.	**Proof of Completion for Assignment** *(if applicable)*	*Type of Document:* *Date of Issue of Document:* *Enclosed: [ ] Yes [ ] No*

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

Note:

1. The Technical Experience of the parent / subsidiary / associate entities of the Bidder shall not be considered for assessment of eligibility.
2. For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the lead member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project.
3. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.
4. At least one of the following documents issued by the client for the assignment should be submitted as proof for the respective assignment
   - Work Order
   - Contract / Agreement
   - For Consultancy Services for PPP projects, the proof of completion such as completion certificate or performance certificate should also be submitted.

   The document submitted should meet all the requirements as per the criteria as per Clause 5.3.1 and Clause 5.3.2 of the Data Sheet.
5. The Client reserves the right to request any further supporting documents from the Bidders prior to the signing of the contract.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

On the Terms of Reference:

1.

2.

3.

4.

5.

On the Data, Services, and Facilities to be provided by the Client

1.

2.

3.

4.

5.

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

3D. Description of the methodology and work plan for performing the assignment.

The Bidders shall submit on the aspects listed under the evaluation criteria for Approach and Methodology as per Clause 5.3.2 SN 3 of the Data Sheet.

3E. Team Composition and Task Assignments

Note: One resource shall be proposed for only one position, i.e., the same resource cannot be proposed for more than one position.

1. Key Personnel

SN	***Name***	***Position***	***Educational Qualification***	***Years of Work Experience***	***Tasks***
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

3F. Format of Curriculum Vitae of proposed Key Personnel

(Kindly refer to Clause 8 of Section 5 Terms of Reference for details on requirements for Educational Qualification and Work Experience)

<table>
<tr><td>Name of the Entity</td><td colspan="7"></td></tr>
<tr><td>Name of Staff [Provide full name]</td><td colspan="7"></td></tr>
<tr><td>Proposed Position
[Only one candidate to be nominated for each position]</td><td colspan="7"></td></tr>
<tr><td>Total Years of Experience
[in years and months]</td><td colspan="7"></td></tr>
<tr><td>Association with the Bidder</td><td colspan="7">a. In what capacity: Full time/Part time/Contract employee
b. Since when: Month, Year
c. Whether association is for this project alone: Yes/No</td></tr>
<tr><td>Date of Birth
[dd/mm/yyyy]</td><td colspan="7"></td></tr>
<tr><td>Nationality</td><td colspan="7"></td></tr>
<tr><td rowspan="4">Key Educational Qualifications
[Summarize college/university and other specialised education of staff member, giving names of schools, dates attended and degrees obtained]</td><td>SN</td><td>Start Date</td><td>End Date</td><td>School/ College</td><td>University</td><td>Location</td><td>Degree Obtained</td></tr>
<tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td rowspan="4">Employment Record
[Starting with the present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisation, titles of positions]</td><td>SN</td><td colspan="2">Name of the Organization</td><td>Designation</td><td>From (month, year)</td><td>To (month, year)</td></tr>
<tr><td>1</td><td colspan="2"></td><td></td><td></td><td></td></tr>
<tr><td>2</td><td colspan="2"></td><td></td><td></td><td></td></tr>
<tr><td>3</td><td colspan="2"></td><td></td><td></td><td></td></tr>
<tr><td>Key Work Experiences[2] [replicate the above parameters and list all the assignments to be considered for Technical Evaluation of the proposed Key Personnel]</td><td colspan="7">Brief of key experience of the proposed Key Personnel</td></tr>
</table>

[2] Kindly ensure experience covers the requirements as per Terms of Reference. Kindly list only the relevant experience.

Assignment 1: *[Name of the assignment]* Year: *[From-To]* Location: Client: Position held: Main project features: [*Brief of the project]* Activities performed: [*List of all the activities performed in the assignment]* • • •				
Assignment 2: *[Name of the assignment]* Year: *[From-To]* Location: Client: Position held: Main project features: [*Brief of the project]* Activities performed: [*List of all the activities performed in the assignment]* • • •				
Membership with Professional bodies:	*[List of memberships]*			
Proficiency in Languages *[Excellent, good, fair and poor]*	**Language**	**Speaking**	**Reading**	**Writing**
	English			
	Kannada			
	Hindi			

Undertaking for Relevant Qualification and Experience:

I hereby undertake that I meet the following requirements for the position of _____(proposed position) for the assignment *Selection of Professional Consultancy Firm for undertaking Financial Assessment through Innovative Capital Funding for the State*

- Educational Qualification: _____
- Experience: _____

  _____

[Kindly specify educational qualification and experience as per the requirements specified in the Terms of Reference for the proposed position of the staff]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member]
Full Name of Staff Member: _____

_____ Date: _____

[Signature of authorised representative of the Bidder]
Full Name of Authorized Representative: _____

3G. Power of Attorney of Authorised Signatory

Know all men by these presents, we…… (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms (name), …… son/daughter/wife of.....and presently residing at ……., who is presently employed with us and holding the position of …......, as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for Services for the proposed assignment **"Selection of Consultant for Providing Advisory Services to GBDA for appointing Program Management Consultant (PMC), Bengaluru"** by the---------- ,Greater Bengaluru Development Authority (GBDA), Government of Karnataka (the "Client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20. in line with the following points

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

……..

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

……

(Signature)

(Name, Title and Address of the Authorized Signatory)

3H. Financial Capacity of the Bidder

(On the Letterhead of the Statutory Auditor / Independent Auditor)

Date:

We have verified the relevant records of M/s. _____[*Name of the Bidder*], and certify that their annual turnover in the last 5 (five) financial years from the date of notice inviting tender as mentioned in the table below.

Annual Turnover (INR Lakhs)					**Average Annual Turnover**
FY 2019-20	FY 2020-21	FY 2021-22	FY 2023-24	FY 2024-25	

This certificate is being issued to be produced before Greater Bengaluru Development Authority (GBDA), Government of Karnataka for the assignment **"Selection of Consultant for Providing Advisory Services to GBDA for appointing Program Management Consultant (PMC), Bengaluru"**

(Seal and signature of Auditor)

Name of the audit firm: _____

CA Membership Number: _____

Date: _____

Instructions:

1. The Bidder should provide details of their own Financial Capacity as specified in Data Sheet Clause 5.3.1
2. The Financial Capacity of the parent / subsidiary / associate entities of the Bidder would not be considered for evaluation.

3I. Details of the Bidder

(On the Letterhead of the Bidder)

SN	Criteria	Details
1.	**Bidder Details**	
a.	Name of Company / LLP / Firm	
b.	Type of Entity	(such as Company / LLP / Partnership, etc.)
c.	Country of Incorporation	
d.	Date of Incorporation and/or Commencement of Business	
e.	Brief description of Company/Firm including details of its main lines of business and proposed roles and responsibilities in this Project	
f.	Registered Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
g.	Branch/Regional Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
h.	Details of the Authorized Signatory for the Tender	Name: Designation: Address: Phone: Email:
i.	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Phone: Email:
2.	Years of experience in providing consultancy services to Central Government / State Government / Public Sector Undertaking clients	____years of experience
3.	Enclosed Form 3A	Form Enclosed: [] Yes [] No
4.	Enclosed Form 3B	Form Enclosed: [] Yes [] No Supporting Documents Enclosed: [] Yes [] No
5.	Enclosed Form 3C	Form Enclosed: [] Yes [] No
6.	Enclosed Form 3E	Form Enclosed: [] Yes [] No
7.	Enclosed Form 3F	Form Enclosed: [] Yes [] No
8.	Enclosed Form 3G	Form Enclosed: [] Yes [] No
9.	Enclosed Form 3H	Form Enclosed: [] Yes [] No

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

Section 5. Financial Proposal – Standard Forms

4A. Financial Proposal submission form.

4B. Summary of Costs

4A. Financial Proposal Submission Form

Note: *Bidder should quote their Consultancy Fee as a lump sum fee for the tender inclusive of all taxes, duties and cess directly on the Karnataka Public Procurement Portal. Detailed breakdown of cost as per Section 4B shall be submitted by the selected Bidder at the time of the negotiation meeting.*

To
Deputy Commissioner (LAQ),(LAQ)
Greater Bengaluru Development Authority,
Government of Karnataka
3rd Floor, Kandaya Bhavana, Ramanagara, Bengaluru South District.

Dear Sir

Subject: Selection of Consultant for Providing Advisory Services to GBDA for appointing Program Management Consultant (PMC), Bengaluru

We, the undersigned, offer to provide Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Financial Proposal). Our attached Financial Proposal is for the Lump sum Consultancy Fee of [Fee amount in words and figures], inclusive of all taxes for the duration of the Contract Period.

We understand that the Client reserves the right to negotiate the Financial Proposal for the services as a whole or for individual sub-components of the services as specified in the Data Sheet.

We undertake that our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant / Firm:

Address:

4B. Summary of Costs

(Not to be uploaded to the Karnataka Public Procurement Portal, to be submitted by the successful bidder in the below format at the time of the negotiation meeting)

It is mandatory for the successful bidder to submit to the Client the break-up of their lump-sum quote in the below provided format at the time of the financial negotiation meeting.

SN	Description	Amount (INR)
1.	Lump Sum Cost for TA services (A)	
2.	Applicable taxes such as GST, Swachh Bharat Cess, Krishi Kalyan Cess, etc. (B)	
Total Cost (including all applicable taxes and cess) (= A + B)		

Transaction Advisory (TA) Services

SN	Name	Position	Cost per person month (INR)	Total effort planned by respective expert in person month
1.				
2.				
3.				

Note:

1. Payments will be made as per stipulations of the Special Conditions of Contract.
2. In case of any discrepancy between the Financial Proposal and the Summary of Costs, the Client shall correct any computational errors made by the Bidder to bring the Summary of Costs in line with the submitted Financial Proposal.

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

Section 6. Terms of Reference

1. Introduction

1.1. Greater Bengaluru Development Authority, Government of Karnataka ("GBDA" or the "Client") intends to appoint a well-established, reputed professional consultancy firm (the "Consultant") to undertake Transaction Advisory (TA) services, contract administration, project coordination, and overall project management in accordance with the Scope of Services as envisaged in this tender (the "Service"). The agency should have domain expertise, functional and technical competencies and skilled personnel to handle the various aspects of the required services

2. Objective

2.1. The objective of this Consultancy is to provide professional and independent support for the detailed scope of services provided below.

2.2. The Consultant shall also support in the achievement of any amended objectives or additional objectives that are identified over the course of the assignment.

3. Contract Period

3.1. The Consultant shall provide consultancy services for a period of 03 months from the Commencement Date as noted in the contract. The Contract may be extended for a period of 03 months or until the appointment of PMC to GBDA.

3.2. The broad scope of services to be provided by the Consultant shall include the following;

Transaction Advisory Services

As a part of the Transaction Advisory Services, the Consultant shall support the client in undertaking the following activities for successful implementation of the project. A single stage Bid Process would be adopted for the selection of an agency as Project Monitoring Unit (PMC) for the GBDA Project.

1. Request for Proposal (RFP) documents

The Consultant shall prepare the Request for Proposal (RFP) documents for appointing Program Management Consultant (PMC) for Greater Bengaluru Integrated Township in accordance with the best industry practices. RFP shall clearly set out: scope of the work, broad output specifications, bid process, bid evaluation criteria etc. The Consultant shall support the Client in obtaining necessary approvals from relevant line departments and undertake inter-departmental coordination for finalizing all aspects of the tender documents. The tender document shall conform to the provisions of the Karnataka Transparency in Public Procurements Act, 1999, and the Karnataka Transparency in Public Procurements Rules, 2000 and amendments thereof.

2. Draft Contract Agreement

A Draft Contract Agreement to be signed between the selected agency and the Client shall be prepared by the Consultant. A close liaison with the Client and the agency shall be maintained in preparation of documents. It shall include but not limited to, the terms of deliverables, payment; conditions precedent, services to be provided; output-based specifications of the project; obligations of the agency; other requirements, consequences of defaults, risk & responsibility, events of force majeure, dispute resolution, institutional framework and other legal and related clauses and all the other relevant details required for the project.

Deliverable: Draft Request for Proposal document including Draft Contract Agreement

4. Approval and floating of RFP Document

After preparation of RFP documents, Consultant shall submit them to Client for comments and suggestions. Pursuant to the incorporation of comments and suggestions, final approval shall be taken from the Client. Pursuant to the approval, the RFP documents including the Contract Agreement, the bidders shall be issued the RFP document for submission of their proposal as per the terms of RFP document.

Deliverable: Final Request for Proposal document including Draft Contract Agreement

5. Pre-bid Conference

Consultant shall assist the Client in the process of Pre-Bid Conference. The Consultant shall make a presentation during the pre-bid conference to the bidders showing the details and the main issues/contents of the RFP document such as features and bidding parameters; payment mechanism etc. Consultant shall also answer the written and verbal queries of the bidders on the project as well as RFP document in consultation with the Client. A complete record of the comments/suggestions of the bidders on the RFP documents shall be recorded by the Consultant and the RFP document shall be revised in consultation with the Client. The Consultant shall also support the Client in uploading relevant documents in Karnataka Public Procurement Portal.

Deliverable: Pre-bid Clarification Note including Response to Pre-bid Queries, Addenda, Corrigenda and other relevant documents

6. Bid Evaluation

The Consultant shall assist Evaluation Committee appointed by the Client, in the evaluation of the proposals received from the bidders. Consultant shall evaluate the proposals as per the criteria stipulated in the RFP.

Deliverable: Bid Evaluation Report

7. Contract Negotiations

The Consultant shall assist the Client in final negotiations with the preferred agency(s). This will entail the preparation of suitable negotiations teams, strategies, and categorization of issues, negotiation tactics and process of reaching agreement. The Consultant shall assist the Client in signing the Agreement with the preferred agency, after the submission of performance security and other guarantees in accordance with the provisions of the Contract Agreement. This shall include support for inter-departmental coordination that may be required towards the signing of the Agreement(s).

8. Any other work assigned by the Client

The Consultant shall assist and perform tasks as and when assigned by the Client related to Township and other schemes that are supposed to be taken up by Greater Bengaluru Development Authority under the supervision of BMRDA.

Reporting Requirements and Schedule of Payments

The following are the Schedule of Payments and Deliverables to be submitted by the Consultant. The Deliverables shall cover all the TA scope of this assignment;

Sl.No.	Deliverable	Timeframe	Percentage of Fee
1	Submission of Draft Request for Proposal and Draft Contract Agreement	14 days from the receipt of LOA	30%
2	Submission of Final Request for Proposal and Draft Contract Agreement	10 days from the receipt of comments from Client on the Draft RFP and Contract Agreement	20%
3	Submission of Pre-bid Clarifications	3 days from the date of receipt of pre-bid queries for the RFP stage	10%
4	Submission of Bid Evaluation Report	15 days from the receipt of bids for the RFP stage from the Client	20%
5	Signing of Contract Agreement	Within 21 days from issue of Letter of Award	20%

Deliverables submitted to the Client must be in English language. Further, the reports shall also be submitted in 3 (Three) sets hard copies.

Key Personnel

The minimum required qualifications and experience of the proposed Key Professional Staff of the Consultant are as detailed below

SN	Proposed Key Personnel	Educational Qualification	Minimum Years of Work Experience	Relevant Work Experience
1.	Team Leader	Masters/ Post-graduate Diploma in Business Administration/ Business Management	15 Years	Experience in Transaction Advisory services towards development of infrastructure projects for Central Government or State Government or PSUs or PSEs or Government Departments or Government Agencies.
2.	Procurement Expert	Post-graduation in Management/urban planning/ infrastructure planning/engineering	10 Years	Experience development of infrastructure projects related to master planning/integrated infrastructure planning/townships/industrial parks for Central Government or State Government or PSUs or PSEs or Government Departments or Government Agencies

SN	Proposed Key Personnel	Educational Qualification	Minimum Years of Work Experience	Relevant Work Experience
3.	Project Coordinator – 2 Nos	Masters in any degree	5 Years	Experience in transaction advisory services pertaining to preparation of bid document and bid process management including pre-bid meeting, bid evaluation, coordination with Client.

4. Terms of Payment and Payment Schedule

4.1. The indicative Terms of Payment and the Payment Schedule are provided in the draft Contract.

Section 7. Draft Contract for Consultant's Services

Between

_____

[Name of Client]

And

_____

[Name of Consultants]

Dated:

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 20__ between,

_____, Greater Bengaluru Development Authority, Government of Karnataka, having its office at No.1 Ali Askar Road, Bengaluru, Karnataka – 560052 (hereinafter called the **"Client"** or **"GBDA"** or **"the Authority"** which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the First Part

AND

_____,[a company registered under the Companies Act, 1956 / a partnership firm under the Indian Partnership Act 1932 / a limited liability partnership firm under the Limited Liabilities Partnership Act 2008] and having its registered office at _____ (hereinafter called the **"Consultants"** which expression shall include their respective successors and permitted assigns) on the Second Part

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "**Services**");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

   Appendix A: Description of the Services

   Appendix B: Reporting Requirements

   Appendix C: Key Personnel and Sub-consultants

   Appendix D: Services and Facilities to be provided by the Client

   Appendix E: Breakdown of Contract Price in Indian Rupees

   Appendix F: Form of Guarantee for Performance Security

   Appendix G: Power of Attorney Submitted by Consultants

   Appendix H: Technical Presentation submitted by Consultants

   Appendix I: Letter of Award issued by Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR, AND ON BEHALF OF [NAME OF CLIENT]	FOR, AND ON BEHALF OF [NAME OF CONSULTANT]
By (Authorized Representative)	By (Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. **"Applicable Law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
b. **"Applicable Permits"** shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Consultants under Applicable Law, in connection with the Services during the subsistence of this Contract
c. **"Commencement Date"** means the date on which the Consultants begin carrying out the Services pursuant to Clause GC 2.2
d. **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
e. **"Contract Price"** means the price to be paid for the performance of the Services, in accordance with Clause 6;
f. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
g. **"GC"** means these General Conditions of Contract;
h. **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Contract which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, or supervision, or monitoring thereof of any of them of the services similar to that of the Service
i. **"Government"** means the Government of Karnataka;
j. **"Local currency"** means Indian Rupees
k. **"Material Adverse Effect"** shall mean a material adverse effect of any act or event on the ability of either party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either party
l. **"Material Breach"** shall mean and include the following

a. Failure by the Consultants to procure the requisite insurance in accordance with this Contract;
b. Failure by the Consultants to replenish the Performance Security Deposit in accordance with the terms and conditions of this Contract;
c. Failure by the Consultants to comply with the instructions or orders of the Client made under this Contract;
d. The direct or indirect assignment of any rights, interest or obligations in this Contract by the Consultants in violation of any terms of this Contract;
e. Failure by the Consultants to observe or perform any of the Consultants' undertakings, obligations, rights, duties, covenants or any failure to abide by any of the provisions of this Contract resulting in Material Adverse Effect

m. **"Member"** in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
n. **"Party"** means the Client or the Consultants, as the case may be, and "Parties" means both of them;

o. **"Personnel"** means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and "Key Personnel" means the personnel referred to in Clause GC4.2 (a)
p. **"SC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
q. **"Services"** means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
r. **"Sub-consultant"** means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
s. **'Third party"** means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or e-mail, to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task/stage is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task or stage, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events

specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.8 Restriction on Procurement from certain countries

A consultant from a country which shares land border with India is eligible only if the consultant is registered with the competent authority and comply the provisions of the orders issued in this regard. (Where applicable, evidence of valid registration by the Competent Authority shall be attached). The Competent Authority for the purpose of registration shall be the Registration Committee constituted in the Department of Commerce & Industries, Government of Karnataka vide GO No. FD 455 Exp-12/2020, dated: 25-08-2020.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or any time after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

(a) The Consultant may subcontract any part of the services under this Contract. Subcontracting does not alter the Contractor's obligations and the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Expenses for travel, accommodation and the like for work outside Bengaluru shall be borne by the Client on actuals. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a Bank Guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due. The payment shall be made in the Bank Account as given in SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
[1.1 (h)	The Consultants are a single entity. The Member in Charge is not applicable for this Contract.
[1.1	All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.
[1.2	The Contract shall be construed and interpreted in accordance with and governed by he laws of India, and the courts at Bengaluru shall have exclusive jurisdiction over matters arising out of or relating to this Contract
[1.4	The addresses are: **Client:** **Commissioner,** **Greater Bengaluru Development Authority, Government of Karnataka** **No.1 Ali Askar Road, Bengaluru, Karnataka - 560052** Contact Person: Designation: Deputy Commissioner (LAQ),(LAQ), GBDA E-mail: gbbscpa@gmail.com Phone: 08022263479 **Consultants:** _____ _____ _____ Contact Person: Name: Designation: E-mail: Phone: _____
[1.4.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of e-mail, 24 hours following confirmed transmission;
[1.6	The Authorized Representatives are: For the Client : Deputy Commissioner (LAQ),(LAQ) Greater Bengaluru Development Authority, Government of Karnataka 3rd Floor, Kandaya Bhavana, Ramanagara, Bengaluru South District

The Client's Authorized Representative shall take all the actions required with respect to the execution of this Contract.

For the Consultant: (Name)
(Designation)
(Address)

The Power of Attorney for the Authorized Representative of the Consultants is provided in Annexure G of this Contract

[1.7.1 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[2.1 The date on which this Contract shall come into effect is the date of signing of the Contract (Effective Date). Within 07 days of receipt of the Letter of Acceptance, the successful Consultant shall sign the Contract with the Client

[2.2 The commencement date shall be within 7 days of the Effective Date (Commencement Date referred as "**T**")

[2.3 The Contract Period hereby granted as 3 months from the Commencement Date.

[2.5.2 (b) shall be read as
A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

[2.5.2 (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

[2.5.5 Consultation
Not later than 30 (thirty) days after the Consultants has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in

[**2.7.1 (b)** The Consultants becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary

[2.7.1 (e) With respect to Performance of Contract as per Scope of Service and also if the Consultants discontinue to provide service as per the contract.

[2.7.1 (f) The Consultants fails to comply with any final decision reached as a result of dispute Resolution proceedings pursuant to Clause 7.2 hereof;

[2.7.1(g) if the Consultants submit to the Client any statement, notice, or other document, in written or through email, which has a material effect on the Client's rights, obligations, or interests and which is false in material particulars

[2.7.1(h) if the Consultants have repudiated this Contract or has otherwise expressed an intention not to be bound by this Contract

[2.7.1(i) if any representation made or warranties given the Consultants under this Contract is found to be false or misleading

[2.7.1(j) if a resolution has been passed by the shareholders of the Consultants for the voluntary winding up of the Consultants' Agency

[2.7.1(k) if the Consultants commit a default in complying with any other provision of this Contract if such default causes a Material Adverse Effect on the Client

[2.7.1(l) if the Consultants have assigned their rights and obligations under this Contract to a Third Party without the written consent of the Client

[2.7.1(m) if the Consultants discontinue to provide service as per the Contract.

[2.7.5 (b) shall be read as:

except in the case of termination pursuant to paragraphs (a), (b), and (d) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

[3.1.1 **Terms of Reference**
The scope of services to be performed by the Consultants is specified in the Terms of Reference (the "ToR") at Appendix A of this Contract. The Consultants shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

[3.2.4(c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.

[3.4 Consultants shall maintain reasonable professional indemnity insurance as per industry standards in connection with its services and such other insurances as required under applicable laws of India.

[3.5(a) Subcontracting is not allowed

[3.5 (c) The other actions are as per Appendix A of the Contract

[3.6 Reporting obligations as defined in Appendix A

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

[3.9 The Consultants shall provide the Client with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations under this Contract in a timely manner.

[3.10 The Consultants shall provide the Client with prompt written notice of any changes in the Consultants' name, ownership, or form of organisation.

[3.11 The Consultants shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials, and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful advisor to the Client and at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

[3.12 The Consultant shall maintain a high level of professional ethics during rendering of professional services and will not act in any manner, which is detrimental to the Client's interest and maintain confidentiality on matters disclosed till proper instruction is issued for publication

[3.13 The Consultant shall at its cost, expenses and risk make such financing arrangement as would be necessary to provide the services and to meet all of its obligations under the Contract, in a timely manner, save as otherwise expressly provided under the Contract.

[5.1.(c) The Client shall provide reference / liaison with other Government agencies and departments for the Consultant. The Consultant shall be given access to the relevant agencies / departments in order to complete the project successfully.

The Client shall provide the Consultant with copies of all data and reports available and considered relevant to the execution of Consultant's work and liaison with other departments for access of information and data.

[6.2 The amount of Contract is INR 45,00,000/- (Fourty Five Lakhs only) inclusive of all taxes).

[6.3.1 DELETED.

[6.4.1 The details of the bank account are:

Account Number	
Bank Name	
Bank Address	
IFSC	
GST	
PAN	

[6.4.3 The payment schedule for the Contract Period shall be as follows –

Stage 1

Sl.No.	Deliverable	Percentage of Fee	Amount in INR
1	Submission of Draft Request for Proposal and Draft Contract Agreement	30%	As per financial proposal
2	Submission of Final Request for Proposal and Draft Contract Agreement	20%	As per financial proposal
3	Submission of Pre-bid Clarifications	10%	As per financial proposal
4	Submission of Bid Evaluation Report	20%	As per financial proposal
5	Signing of Contract Agreement	20%	As per financial proposal

[6.4.4 The Consultants shall be paid only for those portions of the invoice that are satisfactorily supported with supporting documents. Should any discrepancy be found to exist between actual payment and costs authorised to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. The Client shall pay to the Consultants only the undisputed amount.

Payments in respect of the Services shall be made as follows: -

a) The Consultants shall be paid for their services as per the Payment Schedule subject to the Consultants fulfilling all conditions as per the Terms of Reference
b) No payment shall be due for the next milestone till the Consultants completes, to the satisfaction of the Client, the work pertaining to the preceding milestone.
c) The Client shall pay to the Consultants only the undisputed amount.

[6.4.5 For any work that may be required for successful implementation / execution of a project, but which is outside the scope of work detailed in **Appendix A**, payment will be made on the basis of cost estimates to be submitted by the Consultants. The rate reasonability of the cost estimates shall be decided by a committee constituted by the Client for this purpose.

[6.4.6 Change in Applicable Law

If during the period of this Contract, there is any change in the Applicable Laws with respect to leviable taxes and duties which increases or decreases the cost, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the aforesaid contract amount. Any cost arising due to change in Applicable Law shall be borne by the Client.

[6.4.7 Tax Deducted at Source (TDS)

Wherever applicable, taxes shall be deducted at source from the payment to the Consultants at the rates applicable for each in accordance with the relevant Sections of the Income Tax Act.

[6.5 Any amount which the Client has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within 30 (thirty) days after receipt by the Consultants of notice thereof. Any delay by the Consultants in reimbursement by the due date shall attract simple interest of 10% (Ten percent) per annum.

[6.6 Performance Security

[6.6.1 The Consultants shall furnish the Performance Security in accordance with Clause 8 of Section 2 Information to Consultants of the RFP document.

[6.6.2 The Consultants shall keep the Performance Security valid and enforceable throughout Contract Period. In case the Performance Bank Guarantee provided by the Consultants to the Client is set to expire for any reason whatsoever at any time before 90 days after the date of expiry of the Contract, the Consultants shall renew and provide to the Client renewed Performance Bank Guarantee at least 30 days prior to its date of expiry. Upon any failure on part of the Consultants to renew the Performance Bank Guarantee or to keep it valid and enforceable in terms of this Clause, the Performance Bank Guarantee will be encashed by the Client without giving any notice to the Consultants or to any other Party.

[6.6.3 The Performance Security will be discharged by the Client and returned to the Consultants no later than 90 days following the completion of the Consultants' performance obligations under the Contract.

[6.6.4 In the event of any contract amendment, the Consultants shall within 30 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 90 days after the completion of performance obligations.

[6.6.5 Encashment and Appropriation of Performance Security

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultants in the event of:

(a) Breach of this Contract or for levy of Penalty specified
(b) Termination of this Contract by Client for reasons other than in GC 2.7.1(c)
(c) In case the Consultants is not able to deliver the services as envisaged in the Scope of Services as described in Appendix A and Appendix B

[7.2 In the event of a dispute relating any of the matters set out in this Contract, including termination of this Contract, the Parties shall discuss in good faith to resolve the difference within 15 (fifteen) business days of the dispute being raised (or such longer period as the parties to the dispute may mutually agree to in writing). All such disputes that have not been satisfactorily resolved through discussion, shall be referred to Commissioner, Greater Bengaluru Development Authority, Government of Karnataka. All such disputes that have not been satisfactorily resolved after referring to , shall be referred to Commissioner, Greater Bengaluru Development Authority, Government of Karnataka shall be settled by arbitration in accordance with the following provisions.

[7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions & as per the Circular issued by Government of Karnataka Vide No LAW 273 L AC 2012(p) dated 10.01.2014:

Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

[7.2.2 Rules of Procedure

Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the provisions of Arbitration and Conciliation Act, 1996 and amendments thereof, read with Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

[7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

[7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

[7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(d) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.
(e) the English language shall be the official language for all purposes
(f) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

[8. Fairness and Good Faith

[8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

[8.2. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 7.2 hereof.

[9 Indemnification

The Consultants shall indemnify, defend and hold the Client, its officers and agents harmless against any and all

(i) Proceedings, actions and Third-Party claims arising out of a breach by the Consultants of any of its obligations under this Contract, except to the extent that any such claim has arisen due to breach by the Consultants of any of its obligations under this Contract or a Force Majeure Event which is a political event.

(ii) Losses resulting from the publication of the contents of the advertisement including claims for libel, violation, privacy, copyright infringement or plagiarism.

(iii) any loss of or damage to any of the Client's property arising out of or in connection with any act, omission, or negligence of the Consultants, its officers, agents, contractors, subcontractors, employees or invitees, unless such loss or damage is caused by or due to the sole negligence or wilful misconduct of the Client.

[10 Assignment

The rights and duties created by this Contract are personal to consultants and accordingly, except as otherwise may be permitted herein, the Consultants shall not directly or indirectly assign directly or indirectly, any interest, right or obligation in this Contract, in whole or in part without the express written consent of the Client. Any such purported assignment without the Client's prior written consent shall constitute a Material Breach, which will entitle the Client to cancel the Contract apart from such assignment being null and void ab initio.

[11 Confidentiality

The Consultants and their Personnel shall not, either during the term or any time after the expiration or termination of this Contract disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Consultants and their Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any information relating to the Client's employees, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Consultants are under an obligation to keep confidential in relation to the Services or this Contract (**"Confidential Information"**), without the prior written consent of the Client. Notwithstanding the aforesaid, the Consultants and their Personnel may disclose Confidential Information to the extent that such Confidential Information:

(i) was in the public domain prior to its delivery to the Consultants and their Personnel or becomes a part of the public knowledge from a source other than the Consultants and their Personnel.

(ii) was obtained from a Third Party with no known duty to maintain its confidentiality.

(iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultants and their Personnel shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

(iv) is provided to the professional advisers, agents, auditors or representatives of the Consultants or Personnel, as is reasonable under the circumstances; provided, however, that the Consultants or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

[12 Waiver

No waiver by a Party of failure or failures by the other Party to this Contract to perform any provision of this Contract shall operate or be construed as a waiver in respect of any another or further failure whether of a like or different character/nature.

[13 Limitation of Liability

In no circumstance shall Consultants' total lability for any direct damages under this Contract exceed the Fee paid to the Consultants. Consultants shall not be liable to Client in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss or damage is consequential, indirect, special or punitive, whether or not Client had been advised of the likelihood of any such loss or damage.

[14 Survival

In the event of any termination of this Contract in whole or in part, the clauses entitled "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of the Client and be binding upon the Consultants, their legal representatives, heirs, successors and assigns.

[15 Severability

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

[16 Amendments

This Contract and the Appendices together constitute a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

[17 Counterparts

This Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Contract but shall together constitute one and only the Contract.

I. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various stages and tasks, place of performance for different stages and tasks; specific stages and tasks to be approved by Client, etc.]

As per Terms of Reference of the RFP

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

As per Terms of Reference of the RFP

Appendix C: Key Personnel and Sub-consultants

[List under: Titles [and names, if already available], detailed job descriptions and minimum qualifications. Experience of Key Personnel to be assigned to work, and staff-months for each.]

To be submitted by the Consultants at the time of Negotiation as per Clause 6 of Section 2 Information to Consultants.

Appendix D: Services and Facilities to be provided by the Client

[List here under: Services, facilities and property to be made available to the Consultants by the Client.]

As per the Terms of Reference of the RFP.

Appendix E: Breakdown of Contract Price in Indian Rupees

[List here the elements of cost used to arrive at the breakdown of the Contract Price.

This appendix will exclusively be used for determining remuneration for additional services.]

Appendix F: Form of Guarantee for Performance Security (Electronic Bank Guarantee (e-BG)**)**

(To be stamped in accordance with Applicable Stamp Act, if any)

To
The Commissioner,
Greater Bengaluru Development Authority,
Government of Karnataka
3rd Floor, Kandaya Bhavana, Ramanagara, Bengaluru South District

WHEREAS M/s..... [Name and address of Consultants] hereinafter called "the Consultants") has undertaken, in pursuance of Contract No. ..... dated …..... to provide the services on terms and conditions set forth in this Contract for **Selection of Consultant for Providing Advisory Services to Greater Bengaluru Development Authority for appointing Program Management Consultant (PMC), Bengaluru** (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a e - Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of INR …… [Amount of Guarantee]..... [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of INR .....[Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to INR ……. (Rupees ……) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…..... all our liability under this guarantee shall cease.

This guarantee shall be valid until 180 days from the date of expiry of the Contract Period.

Signature and Seal of the Guarantor .....In presence of

Name and Designation
(Name, Signature & Occupation)
Name of the Bank
Address
(Name & Occupation)
Date……

Appendix G: Power of Attorney Submitted by Consultants
[To be added in the final contract]

Appendix H: Technical Presentation submitted by Consultants

[To be added in the final contract]

Appendix I: Letter of Award Issued by Client

[To be added in the final contract]